

STATE OF CALIFORNIA  
PUBLIC SAFETY PROCUREMENT PROGRAM

**WEAPONS AGREEMENT**

This Weapons Agreement is entered into between **The State of California Emergency Management Agency (Cal EMA)** and the \_\_\_\_\_  
[here after referred to as Law Enforcement Agency (LEA)], to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DoD) personal property being transferred pursuant to 10 U.S.C§2576a.

**AUTHORITY:**

The Secretary of Defense is authorized by 10 U.S.C. §2576a to transfer to Federal and State Agencies, personal property that is excess to the needs of the DoD and that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with emphasis on counterdrug or counterterrorism activities, under such terms as prescribed by the Secretary. Law Enforcement Activities are defined as activities performed by government agencies whose primary function is the enforcement of applicable Federal, State and local laws and whose compensated law enforcement officers have powers of arrest and apprehension.

**MUTUALLY AGREED UPON TERMS AND CONDITIONS OF AGREEMENT:**

The LEA accepts these weapons “as is” with no warranties of any kind including any implied warranties such as warranties of fitness for any purpose.

The DoD has authorized the transfer and use of excess Federal property to LEAs and as such reserves the right to recall any and all property obtained through the 1208 or 1033 Programs. All costs associated with the shipping of weapons to or from the U.S. Government will be borne by the LEA.

The LEA acknowledges that there are hazards associated with the use of these weapons which can cause damage to property, serious injury or death. The LEA agrees to maintain, at its own expense, adequate liability and property damage insurance and workman’s compensation insurance to cover any such claims. The LEA also agrees to provide appropriate training to any person who may use these weapons.

The DoD and Cal EMA assume no liability for damages or injuries to any person or property arising from the use of these weapons. The LEA shall indemnify and hold the United States Government and the State of California harmless from any and all suits, actions, demands or claims of any nature arising out of the use of these weapons.

The LEA certifies that no person who has been convicted of a misdemeanor crime of domestic violence will be allowed to possess, transport or otherwise have access to any weapons obtained through the 1208 or 1033 Programs.

Disposition of any weapons obtained through the 1208 or 1033 Programs, if no longer needed for LEA use, must be coordinated through the State Point of Contact (SPOC) and the Law Enforcement Support Office (LESO).

Federal and State policies forbid the sale of any weapon obtained through the 1208 or the 1033 Programs.

Weapons may not be transferred to licensed firearms dealers or other persons.

Weapons returned to the U.S. Army Tank-Automotive and Armaments Command (TACOM) must be shipped via traceable means, include all originally issued parts, assembled as originally configured (damage permitting).

Weapons will be accounted for at all times. The LEA will maintain an inventory tracking system that will provide positive protection, inventory control, and accountability. At a minimum the tracking system will include the location, issue date, last inventory date, and to whom the weapon is issued. When weapons are not issued to individuals on duty they should be secured in storage areas that are protected by an intrusion detection system or under constant surveillance with access limited to authorized personnel. If for operational necessity individuals are authorized by departmental policy to retain weapons while off duty those individuals must secure any program weapon in their residence.

Any weapon obtained through the 1208 or the 1033 Programs that becomes damaged beyond economical repair, becomes missing, has been lost or stolen must be reported by serial number to the SPOC immediately via telephone or e-mail. The following documentation must be submitted to the SPOC within five (5) business days of an original report.

1. For a Weapon that is damaged beyond economical repair, submit:
  - a. A letter, signed by the LEA's Weapons Point of Contact (WPOC) or Chief Executive Official (CEO), identifying the weapon by make, model, and serial number; details of the event that lead to damage; and corrective actions, if any.
  - b. Limited Technical Inspection conducted by a qualified armorer or gunsmith which states, "weapon is damaged beyond economical repair."
  - c. A completed and signed Cal EMA Form 657TI – Turn In Request.

2. For a missing weapon submit:

NOTE: After 30 days, a missing weapon is considered lost or stolen.  
Submit additional documentation as required in paragraph three (3).

- a. An e-mail or fax, identifying the weapon's make, model, and serial number; details of why the weapon is considered missing and actions taken to locate the weapon.
- b. A copy of the dated print-out that shows that the weapon has been entered into the National Crime Information Center (NCIC) database.

3. For a lost or stolen weapon submit:

- a. A letter, signed by the LEA's WPOC or CEO, identifying the weapon's make, model, and serial number; details of theft or loss; actions taken to re-locate the weapon; and corrective actions to be implemented in order to prevent future events from occurring. Include the date time group (DTG) that the weapon was lost or stolen, statements of circumstance from all persons involved, and copies of all pertinent inventory records and issue logs. If negligence is a cited cause in loss, indicate that disciplinary action has been taken.
- b. A copy of the approved ATF Registration Form 5 or Form 10 that may be associated with the lost or stolen weapon.
- c. A copy of the police report.
- d. A dated print-out that shows that the lost or stolen weapon has been entered into the National Crime Information Center (NCIC) database.
- e. A completed and signed Cal EMA Form 657D – Disposal Request that includes the lost or stolen weapon serial number.

The SPOC will conduct an investigation and prepare a recommendation for LESO to consider. This recommendation, along with all pertinent documentation, will be sent to LESO for final determination.

If a lost or stolen weapon is subsequently recovered, the LEA must notify the SPOC in writing, within five (5) business days, identifying the weapon by serial number and the circumstances of the recovery.

LEAs are no longer authorized to demilitarize or destroy any weapon obtained through the 1208 or 1033 Programs. Weapons damaged beyond economical repair must be returned to TACOM.

A complete weapons inventory will be submitted to the SPOC annually and whenever the WPOC changes. Any lost or stolen weapon will remain on the LEA's weapons inventory and will be included on all required inventory reports.

As stipulated in the Code of Federal Regulations, title may be conditionally granted to LEA's in order to facilitate firearms registration and reporting as required. Machine guns defined by 26 U.S.C 5848(b) not owned by the United States, or any agency thereof, must be registered with the Bureau of Alcohol, Tobacco and Firearms (ATF). Unregistered machine guns transferred by DOD to civilian law enforcement agencies may be lawfully registered by the receiving agency by submitting an ATF Form 10, Application for Registration of Firearms Acquired by Certain Governmental Entities, to ATF. All machine guns transferred through this program are required to be registered with ATF, and are restricted for law enforcement use only. Requirements of this registration can be found in the Code of Federal Regulations at 27 CFR 179.101-105. Upon proof of ATF registration, the LEA must send a copy of the completed documents to the SPOC.

Failure to comply with the terms of this agreement may result in suspension or termination from the 1033 Program. The disposition of all equipment obtained through the 1208 or 1033 Programs and currently held by the LEA will be determined by the SPOC and LESO. A final equipment disposition plan will be prepared and sent to the LEA. The LEA will have 90 calendar days to comply with the plan. Any and all disposition costs will be borne by the LEA.

### **NOTICES:**

Either party may terminate this Weapons Agreement, provided the other party receives thirty-calendar days notice, in writing, or as otherwise stipulated by Public Law. If the LEA determines that they wish to withdraw from the 1033 Program, the disposition of the weapons acquired through the program and currently held by the LEA will be determined by the SPOC and LESO. A final equipment disposition plan will be prepared and sent to the LEA. The LEA will have 90 calendar days to comply with the plan. Any and all disposition costs will be borne by the LEA.

### **ACCEPTANCE**

The LEA by signing below accepts weapons via the 1033 Weapons Program and agrees to abide by the terms and conditions as stated above.

LEA WEAPONS POINT OF CONTACT SIGNATURE \_\_\_\_\_

LEA WEAPONS POINT OF CONTACT NAME/TITLE \_\_\_\_\_

1033 PROGRAM STATE POINT OF CONTACT \_\_\_\_\_

DATE SIGNED \_\_\_\_\_